

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**JOHN EWALT, et al.,**

**Plaintiffs,**

**v.**

**GATEHOUSE MEDIA OHIO  
HOLDINGS II, INC.,**

**Defendant.**

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**Case No. 2:19-CV-4262**

**CHIEF JUDGE ALGENON L. MARBLEY**

**Magistrate Judge Jolson**


**OPINION & ORDER**

This matter is before the Court on the Motion to Dismiss brought by Defendant Gatehouse Media Ohio Holdings II, Inc. (“Gatehouse”). (ECF No. 8). Plaintiffs filed a complaint on September 30, 2019 against Gatehouse and demanded a jury trial. (ECF No. 4). Defendant filed a Motion to Dismiss arguing that Plaintiffs’ claims are barred by the terms of the subscription contract between the parties, and in the alternative, that Plaintiffs fail to state a claim upon which relief may be granted. (ECF No. 12). With the Motions to Dismiss pending, Plaintiffs filed a Motion for Leave to File an Amended Complaint on April 1, 2020. (ECF No. 36). Magistrate Judge Jolson granted this motion on April 17, 2020 (ECF No. 41), and on the same day Plaintiffs filed their amended complaint (ECF No. 42).

Once a plaintiff files an amended complaint, it “replaces the original.” *Fla. Dep’t of State v. Treasure Salvors, Inc.*, 458 U.S. 670, 702 (1982). The original complaint is thereafter “null and void.” *Glass v. The Kellogg Co.*, 252 F.R.D. 367, 368 (W.D. Mich. 2008) (quoting *Vadas v. U.S.*, 527 F.3d 16, 22 n.4 (2d Cir. 2007)). With the complaint and the claims it contains nullified, motions relating to that complaint and its claims are thus moot. *Id.* (citing *Cedar View, Ltd. v.*

*Colpetzer*, No. 5:05-CV-00782 2006 WL 456482, \*5 (N.D. Ohio Feb. 24, 2006); *Ky. Press Ass'n, Inc. v. Commonwealth*, 355 F.Supp.2d 853, 857 (E.D. Ky. 2005)). Defendant's Motion is hereby **DENIED AS MOOT**.

**IT IS SO ORDERED.**



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**ALGENON L. MARBLEY**  
**CHIEF UNITED STATES DISTRICT JUDGE**

**DATED: May 11, 2020**